

EXHIBIT 6

VOLUME 2 OF 2

healey

1

1 UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA

3
4 BOARHEAD FARM AGREEMENT CIVIL ACTION NO.
5 GROUP, 02-CV-3830
6 Plaintiff, Judge Legrome D. Davis
7 Oral Deposition of

8 vs. THOMAS F. HEALEY
9 ADVANCED ENVIRONMENTAL TECHNOLOGY
10 CORPORATION; ASHLAND CHEMICAL
11 COMPANY; BOARHEAD CORPORATION;
12 CARPENTER TECHNOLOGY CORPORATION;
13 CROWN METRO, INC.; DIAZ CHEMICAL
14 CORPORATION; EMHART INDUSTRIES,
15 INC.; ETCHED CIRCUITS, INC.; FCG,
16 INC.; GLOBE DISPOSAL COMPANY, INC.;
17 GLOBE-WASTECH, INC.; HANDY & HARMAN
18 TUBE COMPANY, INC.; KNOLL, INC.;
19 MERIT METAL PRODUCTS CORPORATION;
20 NOVARTIS CORPORATION; NRM INVESTMENT
21 COMPANY; PLYMOUTH TUBE COMPANY;
22 QUIKLINE DESIGN AND MANUFACTURING
23 COMPANY; RAHNS SPECIALTY METALS,
24 INC.; ROHM & HAAS COMPANY, SIMON
25 WRECKING COMPANY, INC.; TECHALLOY
COMPANY, INC.; THOMAS & BETTS
CORPORATION; UNISYS CORPORATION;
UNITED STATES OF AMERICA
DEPARTMENT OF NAVY,
Defendants.

18 * * * * *
19 Thursday, February 10, 2005
20 * * * * *

21 Transcript in the above matter taken at
22 the offices of Ballard, Spahr, Andrews & Ingersoll,
LLP, 1735 Market Street, 42nd Floor, Philadelphia,
Pennsylvania, commencing at 10 o'clock A.M.

23 Certified Shorthand Reporting Services
24 Arranged Through
Mastroianni & Formaroli, Inc.
25 709 White Horse Pike
Audubon, New Jersey 08106
(856) 546-1100

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1 A P P E A R A N C E S:

20 Q. And when you ^{healey} first started working for
21 the City of Philadelphia Water Department, what was
22 your position?

23 A. I was a graduate engineer.

24 Q. I'm sorry?

25 A. A graduate engineer.

□

9

1 Q. Okay. And your job responsibilities in
2 that capacity?

3 A. To evaluate industrial waste discharges,
4 to inspect the industries, to protect the sewage
5 treatment plant, and to protect water supply and
6 source water for drinking water.

7 Q. Okay. And did you hold any other
8 positions at the time you were at the City of
9 Philadelphia Water Department?

10 A. Well, progressively since, up through
11 1981, there were more advanced positions or
12 promotional positions within the water department of
13 the city, and in 1981, I became manager of the
14 industrial waste unit. I've held that title since.

15 Q. What was the title of your job that you
16 graduated to after you were a graduate engineer?
17 What was the next position you held?

18 A. Sanitary engineer 1, then sanitary
19 engineer 2, then sanitary engineer 3, and then the
20 manager's title is at sanitary engineer 4 level.

21 Q. The 1981 position?

22 A. Yes.

23 Q. Okay. Did you ever hold the title of
24 assistant to the chief of the industrial waste unit
25 of the water department?

10

1 A. Yes, it's a working title, not a civil
2 service title. I did that as an SE3.

3 Q. At the time you were an SE3, you also
4 held that title that I just referred to, assistant
5 chief of the industrial waste unit?

6 A. Yes.

7 Q. Do you recall what year that was that
8 you started as a sanitary engineer 3?

9 A. Might have been, I'll say 1976 or 1977.

10 Q. Do you recall how long you held that
11 specific position?

12 A. Well, through 1985 -- 1981 when I became
13 an SE4.

14 Q. 1981?

15 A. Yes.

16 Q. Okay. And did you hold a position after
17 manager of industrial waste unit?

18 A. That's my working title now.

19 Q. Now?

20 A. Yes.

21 Q. And you've continued in that position
22 since 1981?

23 A. That's correct, yes.

24 Q. All right. I'm going to ask you some
25 questions now regarding the City of Philadelphia

healey

11

1 Water Department's investigation of Manfred DeRewal,
2 his operation at the Wissinoming Industrial Park on
3 Connelly Street, and I'm going to be referring to
4 that operation as the Wissinoming operation from here
5 on out, so when you hear me use that term, that's
6 what I'm referring to.

7 A. And what street did you say?

8 Q. Connelly Street.

9 A. Comly.

10 Q. Comly?

11 A. C-O-M-L-Y.

12 MR. SABINO: I object because you
13 haven't established and asked him if he knows
14 anything about the Wissinoming Industrial Park, where
15 it is and what happened. You just said you're going
16 to ask him questions about it.

17 MS. MOONEY: We'll get there.

18 BY MS. MOONEY:

19 Q. Are you familiar with the investigation
20 that the City of Philadelphia Water Department
21 undertook of this Wissinoming operation?

22 A. Yes.

23 Q. Okay. Can you describe when this
24 investigation commenced?

25 A. In March of 1977.

12

healey

1 Q. Okay. And at that time, were you acting
2 as the assistant chief of industrial waste to the
3 industrial waste unit of the Philadelphia Water
4 Department?

5 A. That's correct, yes.

6 Q. And how did you first personally become
7 involved in this investigation?

8 A. As I recall, a tenant or a neighbor in
9 that Wissinoming Industrial Park, Coyne Chemical
10 Company, wanted -- their managers or the owner called
11 up complaining that there was fumes coming up through
12 his toilet, orange fumes, and at the same time, the
13 river -- his property was located on the Delaware
14 River. He had waterfront property at the end of
15 Comly Street, and the river was, at that time, was
16 frozen and ice, and at the bank area, the river was
17 orange, and he was also getting orange fumes coming
18 out of the toilet in his warehouse facility.

19 Q. Okay. And did he call the water
20 department?

21 A. Yes.

22 Q. Okay. And do you know who he called?

23 A. He might have spoke to me or Thomas
24 Kulesza.

25 Q. And who is Thomas Kulesza?

13

1 A. He was the chief of industrial waste
2 unit at that time.

3 MR. BIEDRZYCKI: When you say "he", are
Page 11

healey

1 Q. And why were you looking into the
2 sources of the waste?

3 A. Well, in order to shut down someone like
4 a DeRwal, you know -- on Ontario, he came into the
5 city till he was discovered. Then he moved someplace
6 else.

7 So we started going after his customer
8 base. You can't dump illegal chemical if you can't
9 get ahold of it. So we started going through his
10 customer list.

11 Q. Do you know how you identified his
12 customers?

13 A. At one point, we met with John Leuzarder
14 and Bob Landmesser from AETC, and they were brokers,
15 and they hooked up some of their clients out of North
16 Jersey from the previous business contacts that were
17 handling a lot of nitrating acids. Nitrating acids
18 generated on the East Coast were very difficult to
19 dispose of because they were fuming, and they had
20 pesticides and fungicides in it. So it's a very
21 tough waste to get legitimate treatment for, and they
22 were being dumped in Northern Jersey landfills,
23 mostly run by the mob, we heard.

24 So when that came to light, they took
25 their client list and found Manfred. Manfred showed

□

34

1 them a system of, you know, Manfred's a chemist. He
2 can tell you that he can treat it, he can do anything
3 with it, still charge 38 cents a gallon for it, and

EXHIBIT 7

A G R E E M E N T

THIS AGREEMENT made this 30 day of , 1976
by and between ADVANCED ENVIROMENTAL TECHNOLOGY, INC., 97 West
Hanover Avenue, Randolph, N. J. 07801 (hereinafter called "AETC"
or "Contractor") and ASHLAND CHEMICAL COMPANY, Division of Ash-
land Oil, Inc., (hereinafter called "Ashland").

W I T N E S S E T H

The PARTIES HERETO mutually covenant and agree as follows:

1. The Contractor shall, as requested by the Plant
Manager of Ashland's Plant located in the town of Great Meadows,
County of Warren, State of New Jersey (hereinafter called "Plant")
furnish and pay for all material, labor, power, equipment, trans-
poration and all other items necessary to remove and properly dis-
pose of certain chemical waste materials generated by the Plant
including a blend of sulfuric and nitric acids. The Ashland Plant
Manager shall specify which chemical waste materials Contractor
is to remove which shall be agreeable to the Contractor.
2. Contractor shall secure all permits and licenses
necessary for the accomplishment of the work to be done hereunder
and shall comply with all local, state or federal laws, guidelines
and regulations concerning the handling and disposal of such chem-
ical waste materials. Contractor will furnish to Ashland true copies
of the aforementioned permits and licenses upon written request
by Ashland prior to beginning the work.

EXHIBIT

Curley-4

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3. The aforesaid work will be performed in a good and workmanlike manner by qualified, careful, experienced and efficient workers in strict conformity with the best standard practices with all legal requirements.

4. In consideration for the Contractor undertaking and performing the work to be done hereunder, Ashland, agrees that all materials removed will become the property of the Contractor. Title to the material removed and risk of loss will pass to the Contractor upon completion of loading of the materials, IN AN "AS IS WHERE IS" CONDITION WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER (EXPRESSED OR IMPLIED) AS TO CONDITION OR FITNESS FOR ANY PURPOSE. Ashland also agrees to pay to the Contractor such sums as are specified on the Rate Schedule attached hereto and made a part hereof.

Notwithstanding the forgoing, Ashland, acknowledges responsibility for the proper identification, packaging and labeling of the chemical materials herein in compliance with applicable Federal, State and Local Laws or regulations (D.O.T., etc.) and shall indemnify AETC for all claims or liabilities resulting from their non-compliance or mis-compliance with the aforesaid laws or regulations.

5. It is agreed that the Contractor is an independent contractor for the performance of all work undertaken under this Agreement and for the accomplishment of the desired result, and that Ashland is to exercise and have no control whatsoever over the methods and means of such accomplishment, except that the Contractor, while on the property of Ashland, shall observe rules

and regulations required by Ashland with respect to smoking, and other sources of vapor ignition and shall exercise due care and diligence to perform the work and to prevent any damage to property of Ashland or injury to persons including Ashland's Employees.

6. Contractor agrees to comply with the Federal Social Security Act, the State and Federal Unemployment Insurance Acts, the Wage and Hour Laws, any and all applicable Sales, Use and Gross Receipts Tax Laws and Regulations and all other laws and regulations; and the Contractor assumes exclusive liability for the reporting and payment of any and all contributions and taxes required thereby.

7. Each party agrees to indemnify and save harmless the other against and from any and all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees), causes of action, suits, claims, and demands for judgments of any nature whatsoever a party may sustain as a result of the failure of the other party to comply with the provisions of this Agreement or resulting from or arising out of any negligent acts or omissions of the other party, its employees, and subcontractors in the performance of the work herein specified.

8. Contractor further agrees at his own expense to procure and keep in force insurance listed below and to furnish to Ashland certificates by a carrier acceptable to Ashland upon request. All certificates of insurance must be attested by a duly authorized representative of the Insurance Company and contain a statement that the insurance shall not be cancelled with-

out ten (10) days written notice to the Insurance Division of Ashland at 1409 Winchester Avenue, Ashland, Kentucky;

(A) COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

The Contractor shall take out and maintain during the life of this contract Workmen's Compensation and Employer's Liability Insurance complying with all statutory provisions for all of its employees to be engaged in work under this contract.

(B) BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE:

The Contractor shall take out and maintain during the life of this contract, such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it from claims for damages for personal injury, including accidental deaths, as well as from claims for property damage, which may arise from Contractors negligent operations under this contract, whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

(i) Bodily Injury Liability Insurance, in an amount not less than \$100,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than \$300,000.00 on account of one accident.

(ii) Property Damage Insurance in an amount not less

than \$100,000.00 for damages on account of any one accident.

not delete → 9. If the work is unreasonably delayed, or any of the conditions of the Agreement are being willfully violated or executed carelessly, then Ashland or its representatives may notify the Contractor in writing and request that he immediately remedy the deficiency or delay; and, if the same shall not be remedied within forty-eight (48) hours of notice being received then Ashland may without prejudice to any other right or remedy terminate this Agreement.

10. If within one week of being notified of the readiness of a given shipment of chemical wastes AETC does not remove the shipment or if any work is unreasonably delayed or any of the conditions of the Agreement are being willfully violated or executed carelessly, then Ashland or its representatives may notify AETC in writing and request that AETC immediately remedy the deficiency or delay, and, if the same shall not be remedied within forty-eight (48) hours of notice being received, then Ashland may, without prejudice, employ any other contractor or person to remove any or all of the quantity of waste material in the aforesaid order.

10. The Contractor shall cooperate fully with Ashland in performing the work to be done hereunder and shall ^{NOT} interfere with other operations at Ashland's Plant.

11. The terms, provisions, covenants, or conditions herein contained shall control in the event of any conflict with any provision, term, covenant, or condition in any other document executed

between the parties. This Agreement constitutes the entire agreement between the parties and no addition to or modification of any of the provisions shall be binding unless made in writing and signed by a duly authorized representative of Ashland and Contractor.

12. Ashland acknowledges and recognizes that AETC will incur and sustain substantial capital equipment costs so that AETC can more properly perform its duties with respect to the distilling of the blend of sulfuric and nitric acids under this agreement. In further consideration of this Agreement and of AETC's promise to make the said investment Ashland shall, for a minimum period of six months from the date hereof, utilize the services of AETC exclusively for the disposal of any of its wastes containing sulfuric or nitric acids or blends of these two in accordance with the price quotes, annexed hereto as Exhibit A. Ashland acknowledges that it is required to use the sole services of AETC with respect to the disposal of its sulfuric and nitric acid wastes for this minimum period regardless of Ashland's ability subsequent to the date of signing to obtain a better price quotation than that set forth in Schedule A.

Ashland further agrees that subsequent to the expiration of this initial six (6) months period but prior to the expiration of this Agreement it will grant AETC the right of last refusal to meet any valid bid or price quotation with respect to the removal of any sulfuric or nitric acid blends by any other contractor. Ashland shall submit, in writing, all such other bids or quotations

from other contractors to the offices of AETC and in the event that AETC cannot or will not meet the submitted bid or price within thirty (30) days of its submission then Ashland may terminate this agreement in whole or in part.

13. Subject to the non-cancellation provisions of paragraph 12 concerning sulfuric and nitric acid blends, this Agreement may be terminated by the Contractor or Ashland at any time by the delivery of written notice of the terminating party's intention so to terminate at least thirty (30) days prior to the effective date of such termination; provided, however, that any such termination shall not release either party from any of its obligations hereunder accruing prior to the effective date of termination.

WITNESS THE following signatures as of the day and year first above written.

ADVANCED ENVIROMENTAL TECHNOLOGY, INC.

ASHLAND CHEMICAL COMPANY,
DIVISION OF ASHLAND OIL

By: _____

By: _____

Title: _____

Title: _____

Authorized Representative

EXHIBIT 8

MEMORANDUM

J. Minott/W. R. Starkey

October 19, 1976

A. T. Curley *AC*Visit to Disposal Site
for our CDN Spent Acid

cc: C. A. Aldag
K. Brown
C. E. Kwartler
J. Sigan
H. E. Sullivan

Yesterday morning I accompanied John Leuzarder to Philadelphia to see the setup being utilized to neutralize our CDN spent acid. The site consists of a series of old buildings, most of which Mr. Derewal is using to warehouse materials. When we arrived there was an acid trailer being neutralized. The setup consisted of an open lime slurry tank and a large (about 10,000 gallons) unagitated vertical neutralizing tank. The solid lime was charged to the slurring tank by means of a front end loader. The acid was being injected into a recirculating stream thru a garden hose and a small pump. There were no visible fumes. Derewal stated that it took about five hours to complete a tank wagon load (3,000 gallons) of acid. The slurry is then dropped into the city sewer system.

The location is certainly not an ongoing chemical operation. The work was performed by Derewal's two sons. Derewal said he uses liquid lime and waste caustic to do most of the neutralizing. I questioned him about the mode of billing by the City Sewage Authority and what controls they exercised over the operation. The City bills by the amount of water usage. They do have pH and explosimeter monitoring in the common lines in the "industrial park" trunk lines.

I asked Derewal where he did all his metal recovery work. He said this was done in Camden, N. J. In addition, he has a 20,000 gallon storage tank there where he can store acid, if need be.

He has located most of the equipment that he will need to distill off the nitric acid and will set that up in the Wissinoming location. He also said he has gotten rid of several of our loads of spent for ore extraction recently. The last 1,500 gallons of the load being neutralized today was to go to a local processor of copper for equipment cleanout.

In summary then, although the location was certainly not impressive, the setup appears adequate. (He was even readying an ejector type of scrubber for installation atop the neutralization vessel.). It would certainly be helpful to obtain (1) more information on the operation of the Philadelphia Sewage System and (2) the relationship of the Pennsylvania Department of Environmental Resources (DER) with the City. This is the agency which Derewal does not want to get involved with.

Shortly after we left Philadelphia on Interstate 95 I spotted a wagon of our acid (it is easily recognizable by means of its coloring - brown and black) on the way

EXHIBIT

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J. Minott/W. K. Starkey

October 19, 1976

Visit to Disposal Site . .
for our CDN Spent Acid

Page 2

into town. It had left the plant about an hour and a half before that. .

I gave Leuzarder three signed copies of the contract our Law Department had drawn up for waiver of liability. His hesitation tells me that he will sit on these for awhile and we should not expect to receive the signed contract too soon, if at all.

ATC:aa

BSAI006574

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EXHIBIT 9

curley

1

1 UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF PENNSYLVANIA
3 CIVIL ACTION NO.
4 BOARHEAD FARM AGREEMENT 02-CV-3830
5 GROUP, Judge Legrome D. Davis
6 Plaintiff, Oral Deposition of:
7 vs. Arthur T. Curley, Jr.
8 ADVANCED ENVIRONMENTAL TECHNOLOGY
9 CORPORATION; ASHLAND CHEMICAL
10 COMPANY; BOARHEAD CORPORATION;
11 CARPENTER TECHNOLOGY CORPORATION;
12 CROWN METRO, INC.; DIAZ CHEMICAL
13 CORPORATION; EMHART INDUSTRIES,
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24 WRECKING COMPANY, INC.; TECHALLOY
25 COMPANY, INC.; THOMAS & BETTS
CORPORATION; UNISYS CORPORATION;
UNITED STATES OF AMERICA
DEPARTMENT OF NAVY,
Defendants.

18
19 * * * * *
20 Thursday, December 9, 2004
21 * * * * *

22 Transcript in the above matter taken at
23 the offices of Ballard, Spahr Andrews & Ingersoll,
24 LLP, Plaza 1000, Main Street, Suite 500, Voorhees,
25 New Jersey, commencing at 10:00 a.m.

23 Certified Shorthand Reporting Services
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709 White Horse Pike
Audubon, New Jersey 08106
(856) 546-1100

□

2

1 A P P E A R A N C E S:

curley

22 Q. So --

23 MR. BIEDRZYCKI: This is for you, by
24 the way.

25 BY MS. MOONEY:

□

20

1 Q. And I forgot to tell you in the
2 beginning if, at any time, you want to break or get
3 something to drink or just to stretch your legs,
4 please let me know, I'll be happy to let you do that.

5 So from 1988 to 1983 you were working
6 on the cleanup of the plant; is that right?

7 A. To '93.

8 Q. To '93?

9 A. Yeah.

10 Q. And in 1993, what did you go on to do?

11 A. I retired. They retired me, officially
12 they retired me.

13 Q. All right. I'd like to ask you some
14 questions about your time at Ashland Chemical
15 Company. In -- let's see, were you an Ashland
16 employee from 1967 with a brief two-year hiatus with
17 the U.S. government project, from 1967 to 1978; is
18 that right, you were with Ashland?

19 A. Yes. Yes.

20 Q. In 1976, if you can cast your mind back
21 to 1976, what exactly was Ashland producing at that
22 time in the way of chemicals or other products?

23 MR. BIEDRZYCKI: At Great Meadows?

24 BY MS. MOONEY:

curley

7 you're going to -- this witness' transcript if you
8 don't mark it.

9 MS. MOONEY: All right, let's mark it
10 then, that's a really good point. I had extra
11 copies. This is going to be Curley Exhibit 4.

12 (Exhibit Curley-4, 7-page Agreement, Bates
13 stamped AETC 184-190, marked for I.D.)

14 BY MS. MOONEY:

15 Q. So I'll take that one back.

16 A. (Handing).

17 Q. Have you had a chance to look at that,
18 Mr. Curley?

19 A. Yes.

20 Q. Do you know what this document is?

21 A. Yeah.

22 Q. What is it?

23 A. Contract supposedly to -- between AETC
24 and Ashland for the handling of waste.

25 Q. Do you know who created this document?

□

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1 A. No. It was Leuzarder, the company AETC,
2 not Ashland.

3 Q. Do you know if this document was ever
4 signed by Ashland?

5 A. No, as far as I know, no.

6 Q. Do you recall when -- did you receive
7 this document at any time?

8 A. I'm sure I did, yes.

9 Q. Do you recall receiving it?

curley

10 A. Yes.
11 Q. You do.
12 Do you know when, do you recall when
13 you received it?
14 A. No.
15 Q. What were the circumstances surrounding
16 you're receiving this?
17 A. I just can assume that John wanted it
18 signed as an agreement between Ashland and AETC and
19 the handling of waste.
20 Q. Was this, did this agreement concern the
21 handling of the waste that AETC ultimately did handle
22 for Ashland?
23 A. Yes.
24 Q. Do you know why Ashland did not sign
25 this document?

□

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1 A. No.
2 Q. Did you give this document to someone
3 else in Ashland?
4 A. Yes. I would have given it to Harold
5 Sullivan.
6 Q. Did you have any discussions with Mr.
7 Sullivan about this document?
8 A. Probably not, other than just telling
9 him John would like this signed, no.
10 Q. Was this document -- was this document a
11 condition of AETC working for you, meaning Ashland?
12 Strike that.

curley

13 Did AETC -- did Mr. Leuzarder give you
14 this document before AETC started handling Ashland's
15 waste streams?

16 A. I don't recall.

17 Q. Do you recall why Ashland did not sign
18 this document?

19 (Objection) MR. BIEDRZYCKI: Objection.

20 MR. SABINO: You already asked him
21 that.

22 MR. BIEDRZYCKI: Asked and answered. I
23 know it's getting late.

24 MS. MOONEY: I totally forgot I asked
25 that.

□

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1 MR. BIEDRZYCKI: That's why we're here
2 to remind you.

3 MS. MOONEY: I appreciate that.

4 MR. SABINO: We're just helping out.

5 BY MS. MOONEY:

6 Q. Do you recall any discussions that you
7 had with Mr. Leuzarder regarding why Ashland did not
8 sign this contract?

9 A. No.

10 Q. Do you know -- did Mr. Leuzarder ever
11 ask you to sign this contract?

12 A. Why when he handed it to me it goes
13 without saying that he wanted it signed. Beyond
14 that, I have no recollection ever discussing it
15 again.

curley

16 Q. On the second page of this document,
17 AETC 185, paragraph four at the top, says: In
18 consideration for the contract undertaking and
19 performing the work to be done hereunder, Ashland
20 agrees that all materials removed will become the
21 property of the contractor.

22 Was it your understanding in Ashland's
23 agreement with AETC that the materials AETC removed
24 became their property once it was removed?
25 (Objection) MR. SABINO: Objection.

□

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1 THE WITNESS: Not being a lawyer I have
2 no idea what the purpose of something like that would
3 be. That's what it says though.

4 BY MS. MOONEY:

5 Q. Did you, yourself, consider that once
6 AETC removed the waste from Ashland it was their
7 property?

8 (Objection) MR. SABINO: Objection. AETC didn't
9 remove the waste. And objection, legal.

10 THE WITNESS: Never thought of it one
11 way or the other.

12 BY MS. MOONEY:

13 Q. Do you recall any discussions regarding
14 this issue --

15 A. No.

16 Q. -- with AETC?

17 A. No.

18 Q. Let's move on.

EXHIBIT 10

Robert W. Landmesser

November 22, 2004

Page 1

1 UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA

3 BOARHEAD FARM AGREEMENT CIVIL ACTION NO.
4 GROUP, 02-CV-3830
5 Judge Legrome D. Davis
6 Plaintiff, VOLUME I
7 Oral Deposition of
8
9 vs. ROBERT W. LANDMESSER
10

11 ADVANCED ENVIRONMENTAL TECHNOLOGY
12 CORPORATION; ASHLAND CHEMICAL
13 COMPANY, BOARHEAD CORPORATION;
14 CARPENTER TECHNOLOGY CORPORATION;
15 CROWN METRO, INC.; DIAZ CHEMICAL
16 CORPORATION; EMHART INDUSTRIES,
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26 INC.; ROHM & HAAS COMPANY, SIMON
27 WRECKING COMPANY, INC.; TECHALLOY
28 COMPANY, INC; THOMAS & BETTS
29 CORPORATION; UNISYS CORPORATION;
30 UNITED STATES OF AMERICA
31 DEPARTMENT OF NAVY,

32 Defendants.

33 * * * * *
34 MONDAY, NOVEMBER 22, 2004
35 * * * * *

36 Transcript in the above matter taken at
37 the offices of WOLFF & SAMSON, PC, The Offices at
38 Crystal Lake, One Boland Drive, West Orange, New
39 Jersey, commencing at 10:00 a.m.

40 Certified Shorthand Reporting Services
41 Arranged Through
42 Mastroianni & Formaroli, Inc.
43 709 White Horse Pike
44 Audubon, New Jersey 08106
45 (800) 972-3377

Robert W. Landmesser

November 22, 2004

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the waste haulers that it contracted with?

(OBJECTION) MR. SABINO: Objection to the form of the question, use of the word arrangement. It's a CERCLA term of art.

MS. MOONEY: Sometimes.

MR. SABINO: We object to it

BY MS. MOONEY:

Q. Okay, how about agreement?

A. We set up haulers to do certain things for us.

Q. Okay, can you describe those things, please?

A. In general?

Q. Yes.

A. I think I've gone into great detail about how I did that.

Q. Okay.

A. You know, driver logs and this and that and, you know, DEP licenses or environmental licenses, so.

Q. Well, I guess I'm just asking you what you would --

A. You're asking me the same question probably eleven times now. And you have to -- you gotta go for the issue because you're not going to

Page 147

find it in generalities.

Q. Did you usually have -- did AETC usually have contracts, written contracts with the haulers that it worked with?

A. In the period of time '76 through '82, it was not my general practice to have contracts with haulers that I remember. We may have, I don't recall at this point.

Q. So the agreements were oral; is that right?

A. Well, if they weren't written, they were probably oral.

Q. Did you have letter agreements as you did with the generators?

A. I think it was much more we knew the people we were dealing with in most cases, so we had a business relationship with them and to the extent that we gave them what they needed, they gave us what we wanted.

Q. Did that ever change? Did you start having written contracts with the haulers, AETC?

A. Yes.

Q. Okay, when did that change?

A. I don't recall.

Q. Late '80s?

Page 148

1 A. Again, I wouldn't want to be specific in
2 a serious thing like this. I know that it did
3 change. I don't recall specifically when.

4 Q. What were the responsibilities of the
5 haulers AETC worked with in terms of providing the
6 mode of transportation for the waste?

7 A. Define mode, air, sea, water?

8 Q. Well, whatever mode was used. So I
9 guess I'm thinking trucks, vehicles. Did AETC
10 provide the vehicle for the hauler or did the hauler
11 provide his own transportation?

12 A. The hauler that was not specified but
13 they would have to have the equipment necessary to
14 transport the materials. So there was a discussion
15 between the generator of the materials and the
16 haulers to the extent that there was something
17 unusual about it.

18 Q. There would be a conversation to the
19 extent there was something unusual about it, what
20 unusual? What do you mean?

21 A. Is it picric acid? Is it dry? Is it
22 going to blow up in your face? That's pretty
23 specific from a hauling standpoint. Is it a wash
24 water from Clairol or some other baby shampoo
25 manufacturer that can go in pretty much any type of

Page 149

1 container. So there is a menu that you would follow.

2 Q. And was the practice that the hauler
3 would coordinate with the generator as to what type
4 of vehicle to use to transport that waste?

5 A. If need be, yes.

6 Q. Was that usual?

7 A. Give me specific and I'll tell you.

8 Q. Well, I'm asking you if it was typical?

9 A. And I have to answer it maybe, because I
10 don't know if it was general or specific or maybe.
11 It depends on the nature of the material.

12 Q. Okay. Did AETC ever specify the type of
13 vehicle that a hauler should be using to transport a
14 given waste?

15 A. It may have.

16 Q. And this is in the '76 to '82 period?

17 A. Yes.

18 Q. Do you want to stop?

19 A. No, three more minutes. I want to get
20 through at least half the pile.

21 Q. Don't worry, we're going fast. I
22 already skipped a lot.

23 What about maintenance of the vehicle
24 that the hauler used for AETC customers, would that
25 be AETC's responsibility or the haulers?

Robert W. Landmesser

December 28, 2004

Page 1

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BOARHEAD FARM AGREEMENT
GROUP,

Plaintiff,

vs.

ADVANCED ENVIRONMENTAL TECHNOLOGY
CORPORATION; ASHLAND CHEMICAL
COMPANY; BOARHEAD CORPORATION;
CARPENTER TECHNOLOGY CORPORATION;
CROWN METRO, INC.; DIAZ CHEMICAL
CORPORATION; EMHART INDUSTRIES,
INC.; ETCHED CIRCUITS, INC.; FCG,
INC.; GLOBE DISPOSAL COMPANY, INC.;
GLOBE-WASTECH, INC.; HANDY & HARMAN
TUBE COMPANY, INC.; KNOLL, INC.;
MERIT METAL PRODUCTS CORPORATION;
NOVARTIS CORPORATION; NRM INVESTMENT
COMPANY; PLYMOUTH TUBE COMPANY;
QUIKLINE DESIGN AND MANUFACTURING
COMPANY; RAHNS SPECIALTY METALS,
INC.; ROHM & HAAS COMPANY, SIMON
WRECKING COMPANY, INC.; TECHALLOY
COMPANY, INC.; THOMAS & BETTS
CORPORATION; UNISYS CORPORATION;
UNITED STATES OF AMERICA
DEPARTMENT OF NAVY,
Defendants.

CIVIL ACTION NO.

02-CV-3830

Judge Legrome D. Davis

Oral Deposition of

ROBERT W. LANDMESSER

VOLUME III

December 28, 2004

Transcript in the above matter taken at
the offices of AERC, 2591 Mitchell Avenue, Allentown,
Pennsylvania, commencing at 10 o'clock A.M.

Certified Shorthand Reporting Services
Arranged Through
Mastroianni & Formaroli, Inc.
709 White Horse Pike
Audubon, New Jersey 08106
(856) 546-1100

Robert W. Landmesser

December 28, 2004

Page 22

Page 24

1 A. No. You should ask the Ashland people.

2 Q. Okay. I'm going to ask you a few
3 questions about part of this exhibit, which was
4 previously marked as Leuzarder-4, and I'm going to
5 direct your attention to Bates numbers AETC -- well,
6 first I'd like to direct your attention to Bates AETC
7 185, which is in the middle.

8 MR. SABINO: Take a look at 184,
9 because it's the first page.

10 Q. Take 184 to 189, I think, or 190 is the
11 same document.

12 You can just look at 184 to 190 for
13 right now.

14 A. Okay.

15 Q. Do you recognize this document that
16 starts on AETC 184 and ends on AETC 190?

17 A. No.

18 Q. Do you know who created this document,
19 184 through 190?

20 A. No.

21 Q. Have you ever seen this document before
22 to your recollection?

23 A. I'm just looking at it.

24 Q. Take your time.

25 A. No. I was looking at the writing on

Page 23

Page 25

1 Page 188, and it's too neat for me, for my
2 handwriting. I don't recall ever seeing this.

3 Q. Okay. Let me ask you a question about
4 Page 185.

5 A. Yes.

6 Q. Paragraph 4 on Page 185.

7 A. Yes.

8 Q. The first sentence of that Paragraph 4
9 says "In consideration for the Contractor," which is
10 defined as AETC, "undertaking and performing the work
11 to be done hereunder, Ashland agrees that all
12 materials removed will become the property of the
13 Contractor."

14 Is that your understanding of the
15 arrangement or the agreement AETC had with Ashland
16 for the removal of Ashland's waste?

17 MR. SABINO: Objection. He said he
18 never saw the document.

19 MS. MOONEY: I'm just asking a
20 question about this substantive issue.

21 MR. SABINO: Well, you're implying
22 that this agreement became effective. The record
23 doesn't show that.

24 MS. MOONEY: I'm not implying that.

25 BY MS. MOONEY:

1 Q. I'm asking you if this first sentence

2 accurately describes, to your knowledge, the business
3 relationship between Ashland and AETC in 1976 and
4 '77.

5 A. I wouldn't know that.

6 Q. Who would?

7 A. Whoever put together this document, or
8 no one may know it.

9 Q. Okay. Was it your understanding at the
10 time that upon your haulers' removal of Ashland's
11 waste, that that waste became AETC's property?

12 MR. SABINO: Objection. It's a legal
13 question.

14 A. That's contrary to what I believe takes
15 place.

16 Q. Took place during this time period?

17 A. Takes place as of today.

18 Q. Well, I'm not talking about today. I'm
19 talking about in 1976 and 1977, was it your
20 understanding that when one of the haulers with whom
21 you contracted removed Ashland's waste, that that
22 waste became AETC's waste?

23 A. No, it's not my understanding.

24 Q. Okay. What was your understanding at
25 the time of the ownership of that waste upon removal?

1 A. It's my understanding that the generator
2 of the material always owns the waste.

3 Q. And it was your understanding in 1976
4 and '77?

5 A. I don't know specifically when that
6 information, conclusion came to be part of my memory,
7 so the answer is I don't know.

8 Q. What about with respect to any of your
9 customers in 1976 and 1977. Was it your
10 understanding at the time that waste removed by
11 haulers with whom you agreed to remove the waste at
12 the point of removal became AETC's property? Is that
13 something that happened with any customer?

14 MR. SABINO: I thought he just said
15 the generator owns the waste and he wasn't sure when
16 he came to that conclusion.

17 MS. MOONEY: The question was premised
18 on Ashland. I'm asking a broader question.

19 BY MS. MOONEY:

20 A. I think the generator historically
21 always has owned the waste, so that's reflected on
22 current law. When that became part of my
23 understanding, I don't have the ability to fix that,
24 but in today's reality, Ashland is always responsible
25 for the materials, always own it.

7 (Pages 22 to 25)

Robert W. Landmesser

December 28, 2004

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1 Q. Okay. Once again, I'm not asking about
2 today. I am asking about 1976 and 1977.

3 MR. SABINO: He said historically the
4 generator has owned the waste. He did answer the
5 question.

6 A. I don't have much of a difference today
7 versus any time previously.

8 Q. Did AETC's agreement with DeRewal
9 include the understanding that once DeRewal removed
0 waste from one of AETC's customers that that waste
1 still belonged to the customer?

2 A. I don't have any recollection of us
3 having an agreement with DeRewal, so to that extent,
4 I don't know.

5 Q. I'm sorry. Can you explain that? What
6 do you mean you didn't have an agreement with
7 DeRewal?

8 A. I don't recall that we had an agreement
9 with DeRewal.

0 Q. Oral agreement with DeRewal. When I say
1 "agreement", I'm not limiting it to a written
2 contract or written anything.

3 A. Yeah. I would speculate that there was
4 some type of agreement on his part to do what was
5 necessary to meet our agreements to destroy the

1 A. Yes.

2 Q. Does this reflect -- refresh your
3 recollection as to whether or not AETC continued to
4 handle Ashland's waste after DeRewal -- DeRewal's
5 Wisconsin facility was shut down?

6 MR. SABINO: I object. This is a
7 quote. It doesn't establish that there was a
8 relationship. You can ask him if a quote was made.
9 I don't think you can use this document for whether
10 or not there was an agreement or not. Go ahead, Bob.

11 A. I don't have any recollection.

12 Q. After the Wisconsin facility was shut
13 down, did you have more of the lead in the
14 relationship with Ashland from AETC's perspective?

15 A. I don't have any recollection. Most of
16 the letters here in this packet are sent by John
17 Leuzarder.

18 Q. Do you know if Ashland accepted this
19 proposal that's reflected in AETC 196?

20 A. They may have, but I don't have any
21 specific recollection.

22 Q. All right. You look at AETC 197 through
23 199.

24 MS. FLAX: That's been marked as
25 Leuzarder-5, which is AETC 197.

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Page 29

1 waste, neutralize it. I don't know what our
2 understanding was back in '75, '76, '77.

3 Q. With regard to the ownership of the
4 waste upon removal?

5 A. I would speculate that we all would be
6 responsible for what we were taking on, but the
7 generator would ultimately own the waste.

8 Q. Okay.

9 MR. BIEDRZYCKI: Objection. Move to
0 strike, because it's based on speculation.

1 Q. I'm going to direct your attention to
2 196, Bates 196 on Leuzarder-4.

3 A. I have it.

4 Q. Okay. Tell me when you've had a chance
5 to look it over.

6 A. I've read it.

7 Q. Okay. Do you recognize this letter?

8 A. No.

9 Q. Is this your signature at the bottom of
0 this letter?

1 A. No.

2 Q. Do you know whose signature that is?

3 A. It was signed by someone, "rfs", but
4 that's not my handwriting.

5 Q. Did someone sign this on your behalf?

1 MS. MOONEY: I actually do. I'm going
2 to give you a new exhibit. This was previously
3 marked as Leuzarder Exhibit 5.

4 MR. SABINO: Thanks, Melissa.

5 MS. MOONEY: I think you have two.

6 MR. SABINO: Sorry.

7 BY MS. MOONEY:

8 A. Okay, I've looked at it.

9 Q. Do you recognize this document?

10 A. No, I do not.

11 Q. Do you know who generated this document?

12 A. I don't recognize the document, and I
13 don't know who generated it.

14 Q. All right. I'm going to have this
15 marked as I guess --

16 MS. FLAX: Off the record.

17 (Off-the-record discussion.)

18 (Exhibit Landmesser-1, Letter
19 dated December 20, 1977, marked for I.D.)

20 Q. Just take a moment and look over that.

21 A. I've read it, yes.

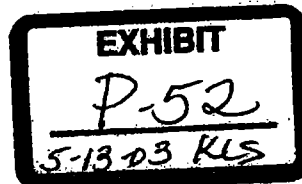
22 Q. Do you recognize this document?

23 A. I don't recognize it specifically. That
24 is, I think I signed it. That is my signature.

25 Q. Okay.

8 (Pages 26 to 29)

EXHIBIT 11



(Uniform Domestic Straight Bill of Lading, Adopted by Carriers in Official, Southern, Western and Illinois Classification Territories, March 15, 1922, as amended August 1, 1930 and June 15, 1941.) (Rad)

UNIFORM STRAIGHT BILL OF LADING **Original—Not Negotiable** **Shipper's No.**

ENVIRONMENTAL CHEMICAL CONTROL

Company **Agent's No. 77-WA-05**

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at **Holley, New York** **JANUARY 6** **1977** from **Diaz Chemical Corp.**

the property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout) consigned to receiving any person or corporation in possession of the property under the contract) agreed to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be in full to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only)

Consigned to **ADVANCED ENVIRONMENTAL TECH. CORPORATION - MILFORD, N.J.**

Destination **Philadelphia, (Wysoming Industrial Park)** State of **Penn.** County of _____

Route _____

Delivering Carrier **Environmental Chemical Control** Car Initial _____ Car No. _____

No. of Packages	Description of Articles, Special Marks, and Exceptions	*Weight (Sub. to Car.)	Class or Rate	Check Column	
1	2700 8000 Gallons Waste Sulfuric Acid (SPENT)	49.500 40000			Subject to Section 7 of condition if this shipment is to be delivered the consignee without recourse the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment freight and all other lawful charges.
	(CORROSIVE MATERIAL)				
	FOR RECYCLE				
	Product Code (New)				(Signature of Consignor) If charges are to be prepaid, write or stamp here, "To be Prepaid."
THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.					Received \$ _____ to apply in prepayment of the charge on the property described hereon.
S. J. CHIRAS					

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

0.50 per **lb.**

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.
 (Shipper's imprint in flow of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

Per _____
 (The signature here acknowledged only the amount prepaid.)

Charges Advanced _____

\$ _____

Diaz Chemical Corp.

Shipper, Per **J. L. Davis**

Agent, Per _____

Permanent post-office address of shipper.

Rediforme

65 685

POLY FAX (20 SETS) 01465

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

BSAI029144

ORIGINAL
(Red)

(Uniform Domestic Straight Bill of Lading, Adopted by Carriers in Official, Southern, Western and Illinois Classification Territories, March 15, 1922, as amended August 1, 1930 and June 15, 1941.)

UNIFORM STRAIGHT BILL OF LADING

Original—Not Negotiable

Shipper's No.

ENVIRONMENTAL CHEMICAL CONTROL

Company

Agent's No. 77-WA-08

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at Holley, New York

JANUARY 8

1977

from

Diaz Chemical Corp.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages enclosed), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout in contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if as its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be in full to all the conditions and prohibitions by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to ADVANCED ENVIRONMENTAL TECH. CORPORATION - MILFORD, N.J.

Destination PHILADELPHIA, (WYSOMMING INDUSTRIAL PARK) State of PA

County of

Route

Delivering Carrier ENVIRONMENTAL CHEMICAL CONTROL Car Initial

Car No.

No. of ages	Description of Articles, Special Marks, and Exceptions	*Weight (Sub. to Car.)	Class or Rate	Check Column	
1	2,900 Gallons Waste Sulfuric Acid (SPENT) (CORROSIVE MATERIAL) FOR RECYCLE Product Code (NEW)	44,000#			Subject to Section 7 of condition if this shipment is to be delivered the consignee without recourse to the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. (Signature of Consignor) If charges are to be prepaid, write or stamp here, "To be Prepaid." Received \$ _____ to apply in prepayment of the charge on the property described hereon. Agent or Cashier
THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.					
S. J. CHTRAS					

*If the shipment moves between two parts by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

0.50 per lb.

†The Fibre bands used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.
 ‡Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

Per _____
 (The signature here acknowledged only the amount prepaid.)
 Charges Advanced: _____
 \$ _____

Diaz Chemical Corp.

Shipper, Per W.A. Lee

Agent, Per

Permanent post-office address of shipper.

Rediforme

65685

POLY PAC (20 SETS) 0985

(This Bill of Lading is to be signed by the shipper and agent of the carrier issuing same.)

BSAI029146

EXHIBIT 12

[illegible]

NAME OF CARRIER

DELIVERING CAREER

SHIPPED BY:

ASHLAND CHEMICAL COMPANY

ORDER NO

route

CAR NO

SHIP FROM (CITY & STATE)

OCO	DATE OF ORDER
-----	---------------

CUSTOMER ORDER & REQ. NO.

~~ADVANCED ENVITECH CO.~~

~~210 OT MEADOWS N.J.~~

REQUESTED SHIP DATE	
---------------------	--

1-DATE 2-SHIPMENT POINT 3-DESTINATION 4-PRODUCING PLANT 5-SEE EXPLANATION BELOW
CONSIGNED TO

It is the policy of the Government of the United States to support the efforts of the people of the Republic of China to resist the aggression of the People's Republic of China and to maintain the integrity of the Republic of China.

Page 1

ADVANCED ENVIROTECH COMPANY
P.O. BOX 152
MILLTOWN NEW JERSEY 08850

Page 10 of 10

Agenda for June 1997

COLLECT

Changes Adopted

[illegible]

DRUMS RETURNED

CCC

REG

THIS DOCUMENT IS CORRECTLY DESCRIBED

CORRECT
 SUBJECT TO VERIFICATION BY PERSONS AT
 WASHINGTON AND INSPECTION BUREAU ACCORD-
 ING TO AGREEMENT
 ARIZONA CHEMICAL CO. JUNIOR

ASHLAND CHEMICAL COMPANY, Shipper

Agent

Per: Charles Enderle, Jr. ADVANCED ENVIROTECH COMPANY
P.O. BOX 5218 COLUMBUS, OHIO 43216

Permanence position address of shipper P O BOX 5219, COLUMBUS, OHIO 43216

ASHL00005

CARRIER'S NO

DELIVERING CARRIED

ASHLAND CHEMICAL COMPANY

ORDER NO	
----------	--

CAR NO	
--------	--

SHIP FROM (CITY & STATE)

000

DATE OF ORDER	
---------------	--

ADVANCED ENVIROTECH COMPANY

210 GT MEADOWS NJ

CUSTOMER ORDER & REQ NO

100	100	100
100	100	100

DATE SHIPPED	
--------------	--

REQUESTED SHIP DATE	
---------------------	--

8/16/7

1

100 SHIPPING POINT 2-DES. NATION 4-PRODUCING PLANT 5-SEE EXPLANATION BELOW
CONSIGNED TO

...the ... of ... and ...
... the ... to be ... to the ...
... of the ... the ...
... the ...

[illegible]

ADVANCED ENVIRTECH COMPANY
P.O BOX 152
MILLTOWN NEW JERSEY 08850

5. গণনা

4. The person who is to be placed under the care of the court shall be placed under the care of the court.

COLLECT

Charges Admitted

[illegible]

DRUMS RETURNED

15,5

REG

NOTE:- Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

THIS SPERMATOPHYTES CORRELATE DESCEND

CORRECT 11.030

WEIGHT IS 44.000 105

SUBJECT TO VERIFICATION BY APPROPRIATE
REGULATING AND INSPECTION BUREAU ACCORD

ENCLOSURE

BLAND CHEMICAL COMPANY SHEET

5/1/2009

James H. [unclear] Agent

Post Office address of shipper P O BOX 2219, COLUMBUS, OHIO 43216

ASHL00006

STRAIGHT BILL OF LADING—SHORT FORM—Original—Not Negotiable.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

1. The undersigned hereby certifies that the information furnished in this report is true and correct to the best of his knowledge and belief, and that he has not furnished any information in this report which is false or misleading in any material particular, and that he has not omitted any material information which would make the information furnished in this report incomplete or misleading in any material particular.

CAREER 3 AND

NAME OF CARRIER		DELIVERING CARRIER	
SHIPPED BY:		ASHLAND CHEMICAL COMPANY	
ROUTE ADVANCED ENVIROTECH CO		CAR NO.	SHIP FROM (CITY & STATE) 210 GT MEADOWS NJ
CUSTOMER ORDER & REQ NO		DATE SHIPPED 4/5/77	REQUESTED SHIP DATE
FEE IN \$ PER UNIT DESTINATION & PRODUCING PLANT SEE EXPLANATION BELOW		CONSIGNEE TO	
ADVANCED ENVIROTECH COMPANY P.O. BOX 152 MILLTOWN NEW JERSEY			

[illegible]

ASHL00247

DRUMS RETURNED

1 C.C.

EG

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The assumed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

THIS SIGNATURE IS CORRECTLY DESCRIBED

CORRECT WEIGHT IS 44,000 BY
 SUBJECT TO VERIFICATION BY APPROPRIATE
 WEIGHING AND INSPECTION BUREAU ACCORD-
 ING TO AGREEMENT
 ARRLAND CHEMICAL CO. SHREVEPORT

ASHLAND CHEMICAL COMPANY, Shipper

ADVANCED CUSTOMER PICK UP Agent

Per	Per
-----	-----

Permanent postoffice address of the donor: P.O. BOX 2219, COLUMBUS, OHIO 43216

1. The above is intended as a form of reporting and is part of bill of lading approved by the Department of Transportation.

1. The following information is provided for the year ended 31 December 2014:

DELIVERING CARRIER

ASHLAND CHEMICAL COMPANY

ORDER NO

CUSTOMER ORDER & REQ NO ADVANCED ENVIRETECH CO.		DATE SHIPPED 4/15/77		REQUESTED SHIP DATE	
--	--	-------------------------	--	---------------------	--

1. ORIGIN 2. SHIPPING POINT 3. DESTINATION 4. PRODUCING PLANT 5. SEE EXPLANATION BELOW

1. ORIGIN 2. SHIPPING POINT 3. DESTINATION 4. PRODUCING PLANT 5. SEE EXPLANATION BELOW

1. ORIGIN 2. SHIPPING POINT 3. DESTINATION 4. PRODUCING PLANT 5. SEE EXPLANATION BELOW

1. ORIGIN 2. SHIPPING POINT 3. DESTINATION 4. PRODUCING PLANT 5. SEE EXPLANATION BELOW

1. ORIGIN 2. SHIPPING POINT 3. DESTINATION 4. PRODUCING PLANT 5. SEE EXPLANATION BELOW

1. ORIGIN 2. SHIPPING POINT 3. DESTINATION 4. PRODUCING PLANT 5. SEE EXPLANATION BELOW

1. ORIGIN 2. SHIPPING POINT 3. DESTINATION 4. PRODUCING PLANT 5. SEE EXPLANATION BELOW

1. ORIGIN 2. SHIPPING POINT 3. DESTINATION 4. PRODUCING PLANT 5. SEE EXPLANATION BELOW

1. ORIGIN 2. SHIPPING POINT 3. DESTINATION 4. PRODUCING PLANT 5. SEE EXPLANATION BELOW

[illegible][illegible]

1. C. C.

REG

NOTE - Where the value is determined on value shippers are required to state specifically in writing the agreed or declared value of the property.

NOTE - Where the value is determined on value shippers are required to state specifically in writing the agreed or declared value of the property.

«[V]an Ceyl» «VETRO» CH

«[V]an Ceyl» «VETRO» CH

Per _____
US. OHIO 43216

Per _____
US. OHIO 43216

19015 Suspectant is CORRECTLY DESCRIBED

19015 Suspectant is CORRECTLY DESCRIBED

19015 Suspectant is CORRECTLY DESCRIBED

EXHIBIT 13

MEMORANDUM

File

DATE

A. T. Curley

April 19, 1977

Visit to Modern Transportation, So. Kearny, N

cc: C. E. Kwartler
J. Minott
K. Schumacher
J. Sigan
W. R. Starkey
H. E. Sullivan

Because we have been sending some waste materials to Modern Transportation in So. Kearny, N. J., Ken Schumacher and I visited John Wengryn at that location this morning.

*End of March 1977
STOP DeREWAL* Background: When our spent acid disposer (DeRewal) ran into trouble and was unable to take any more of our acid three weeks ago, Modern seemed capable of filling the breach. In fact, they handled our acid for about two weeks and indicated they could also handle our waste waters. However, last Friday this came to a screeching halt when they called and said they could no longer handle our acid.

The purpose of our trip was (1) to determine their potential for handling our acid and (2) evaluate the facility towards other waste disposal.

The Modern facility is impressive. It was clean and orderly. It primarily consisted of multiple storage tanks (many used in connection with their ocean dumping operation), and a trucking yard. The acid neutralization facility appeared to consist of a semi in ground 12,000 gallon hold (feed) tank and two semi in ground horizontal 20,000 gallon neutralization tanks. They use both a lime slurry and caustic (the latter is another waste for neutralization. The unit is equipped with a caustic scrubbing column. However, they are used to handling only dilute (about 30%) acids. They were forced to feed our material so slowly that their other regular customers were being backed up. After adjusting the pH, the slurry was then released to the Kearny Sewer System (primary treatment). They only operate this unit on the day shift, and did not appear to be interested in around the clock operation. Our waste water would be used to slurry up the lime (the entire operation is similar to DeRewal's, but more impressive).

Wengryn said they are planning on expanding to handle our type of acid but are 6 months away due to permits, approvals and obtaining the necessary new equipment.

They would seem to be a good means of disposal of our water wastes. However, Leuzarder today got a new pricing schedule from Modern and the costs are now considerably higher for both CDN and dye waste waters.

	Former (DeRewal)	Modern's latest
CDN waste water	.0875/Gal.	.14/Gal. + \$250 frt./Load
Dye waste water	.0875/Gal.	.11/Gal. + \$250 " "

As you can see, this is almost double. I will ask Leuzarder if he can have this price lowered a bit.

ATC:aa

AETC20

EXHIBIT 14

**DIAZ CHEMICAL CORPORATION**BOX 194 • HOLLEY, N.Y. 14470 • 716-638-6321
716-637-6010ORIGINAL
(Red)ORIGINAL
(Red)

June 24, 1988

Ms. Suzanne Billings
U.S. Environmental Protection Agency, Region III
PA CERLA Remedial Enforcement Section (3HW12)
841 Chestnut Building, 6th floor
Philadelphia, Pennsylvania 19107

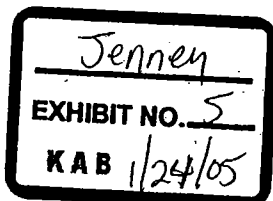
Dear Ms. Billings:

The Diaz Chemical Corporation received your office's request for information on the Boarhead Farms Site in the Bridgeton Township, Bucks County Pa. Your letter stated that the site was operated from 1970-1976. Diaz Chemical Corporation was formed in 1974. We had no dealings with Advance Environmental Technology Corporation (AETC) or the DeRewel Chemical Co. until January of 1977. To the best of our knowledge none of our waste was sent to the Boarhead Farms Site.

The waste that we shipped to AETC and DeRewel Chemical was a spent nitrating acid which contained sulfuric acid, nitric acid, water and chloronitrobenzotrifluoride derivatives. Enclosed as Attachment A are the bills of lading and invoices from AETC for loads of spent nitrating acid sent to the Wyomissing Industrial Park and transported by Environmental Chemical Control. Attachment B is a summary of the loads sent from Diaz during the first part of 1977.

The city of Philadelphia investigated DeRewel Chemical Co., AETC and the transportation firm of Environmental Chemical Control during the period April 77 - January 78. Attachment C includes correspondence between the city and Diaz concerning our shipments of spent acid. The first notice that we received that there was a handling problem with our waste was by phone on January 3, 1978.

All paperwork dealing with the DeRewel Chemical Co. was turned over to the city of Philadelphia water department and district attorney. The only information on DeRewel presently in our possession is represented by Attachment D. These copies are from a check register in May and June of 1977. Other information may be gained by contacting the city of Philadelphia.



SP. reved 6/30/81

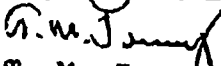
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Diaz Chemical Corporation carries no pollution insurance and is not covered for releases of hazardous wastes or substances as a result of handling of these materials. A statement from our insurer is included as Attachment E.

It is our pleasure to cooperate fully with your investigation. If you have further questions after reviewing the attached materials, please contact Margaret Bonn at the above address and phone number.

Respectfully,


Margaret Bonn
Supervisor Environmental Affairs


T. M. Jenney
Chairman

MMB, TMJ/dab